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MOTION PICTURE RIGHTS AGREEMENT

AGREEMENT dated _____, 1994 between Point Foundation, 27 Gate Five Road, Sausalito, CA 94965 ("Point") and Legacy Media, Inc., 2550 Ninth Street, #113-B, Berkeley, CA 94710-2552 ("Legacy").

WHEREAS, pursuant to a letter agreement dated August 24, 1993, between Point and Legacy (the "August 1993 Agreement") Point granted Legacy the exclusive worldwide film rights for the publication known as the Millenium Whole Earth Catalog;

WHEREAS, on December 3, 1993 Legacy has commenced filming of its first motion picture to be based on the Millenium Whole Earth Catalog (the "Motion Picture"); and

WHEREAS, Point and Legacy desire to restate and expand upon the terms and conditions of the August 1993 Agreement in this Agreement, whose terms and conditions shall supersede the August 1993 Agreement and all other written or oral agreements between the parties with respect to such film rights;

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Rights. Point hereby grants to Legacy, solely, exclusively, in perpetuity and throughout the universe all motion picture, television and allied rights in and to the Catalog (as defined below) and any and all parts thereof (including without limitation all ideas, formats, text, graphics, illustrations & photographs), including without limitation theatrical motion picture, television motion picture, television series, television special, theatrical remake, theatrical sequel, television remake, television sequel, home video and non-theatrical rights in and to the publication known as the Millenium Whole Earth Catalog, including all versions previously published and all versions published on or after the date hereof (the "Catalog"), and all rights derived therefrom or ancillary thereto.

For purposes of this Agreement, "television" shall be defined as broadcast, cable, direct-broadcast satellite, interactive television and all other means of delivery to a television set now or hereafter known. "Home video" shall be defined as videocassette, videodisc and all other means of viewing recorded programming over a television set now or hereafter known.

Point hereby grants to Legacy solely, exclusively, in perpetuity and throughout the universe the exclusive license to use all of its trademarks associated with the Catalog including, without limitation, "Whole Earth Catalog", "Millennium Whole Earth Catalog", any design or logo trademarks and any other

applicable trademarks that may hereafter be claimed by Point, in connection with the other rights granted pursuant to this Section 1, and in advertising and publicity in connection therewith.

2. Reserved Rights. Point hereby reserves all rights not specifically granted hereunder, including, without limitation, all electronic and print publication rights, all on-line and computer rights, all live presentation, radio and audio-recording rights and all merchandising and commercial tie-in rights (including without limitation all rights to produce home-shopping programming) in the Catalog, for use without restriction, subject to the following:

2.1. Legacy shall have the right to use, and to authorize the use of, summaries, excerpts and synopses of the Catalog in print publication form for advertising and publicity purposes and not for sale purposes in connection with the exercise by Legacy of its rights hereunder;

2.2. Legacy shall have the right to publish, and to authorize the publication of, any screenplays or teleplays and/or "making of", production history, personal commentary, souvenir programs or similar publications, with or without illustrations.

2.3. Legacy shall have the right to produce audio recordings specifically derived from and relating to the Motion Picture including soundtrack recordings and audio transcripts of the Motion Picture.

In the event that Legacy has not entered into a binding agreement for sale or distribution of the first Motion Picture to be produced hereunder within [three] years of the date hereof, the rights granted under Section 1 shall automatically be deemed to be non-exclusive to Legacy with respect to any productions which Legacy has commenced; the rights granted under Section 1 shall automatically revert to Point, and Point shall be entitled to license such rights to third parties.

3. Compensation. In consideration to Point for entering into this Agreement, Legacy shall pay to Point an amount equal to 2.5% of all revenues actually received by Legacy from sale of the Motion Picture or distribution of the Motion Picture theatrically, on television, on home video, non-theatrically, or otherwise after Legacy receives revenues from such sale or distribution of the Motion Picture in an amount equal to all costs incurred by Legacy to develop, produce and distribute the Motion Picture from the commencement of pre-production through execution of sales or distribution agreements. Appropriate accountings shall be made by Legacy to Point quarterly, commencing the first quarter after the initial distribution of the Motion Picture, and continuing so long as the Motion Picture

is in actual distribution. Upon reasonable notice Point shall have the Right to audit the books and records of Legacy with respect to the foregoing.

Legacy and Point hereby acknowledge and agree that, as between Legacy and Point, Legacy shall bear all costs of developing, producing and distributing all productions produced hereunder.

4. Representations and Warranties. Point hereby represents and warrants as follows:

4.1. There has been no claim that the Catalog violates, conflicts with, or infringes upon, and the Catalog does not violate, conflict with or infringe upon, any rights whatsoever (including, without limitation, any copyright, common law or statutory, throughout the world; any right of publication, performance, or any other right in any work; and any right against libel, slander, invasion of privacy or similar right) of any person, firm or corporation;

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4.2. Point has the right to enter into and to perform this Agreement and to grant all rights granted hereunder. Point is the sole and exclusive owner throughout the world of the rights herein granted to Legacy and has the right to grant such rights exclusively to Legacy, and no claim has been made that Point does or may not have such right or rights. There is not now valid or outstanding, and Point will not hereafter grant, any right in connection with the Catalog which is or would be adverse to, or inconsistent with, or impair, the rights herein granted to Legacy;

4.3. The Catalog is protected by or subject to protection by copyright in the United States and in those countries which are signatory or adhere to the Universal Copyright Convention and is not in the public domain anywhere in the world where copyright protection is available.

5. Indemnity. Point shall indemnify and save harmless Legacy, its successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any warranty, undertaking, representation, agreement, or certification made or entered into herein or hereunder by Point.

Except as set forth in the paragraph above, Legacy shall indemnify and save harmless Point, its successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, reasonable legal fees and expenses) incurred by any of them

arising from or relating to any actions taken by Legacy or those working for it or on its behalf pursuant to this Agreement.

6. Credit. If the Motion Picture is produced based upon the Catalog, Point shall receive credit on the screen, and, subject to paid advertising exceptions in agreements between Legacy and any distributor(s) of the Motion Picture, in paid advertising for the Motion Picture issued by or under the control of Legacy substantially as follows: _____.

7. Legacy's Control. Point acknowledges the right of Legacy to make any changes in the Catalog in the preparation and exploitation of any productions based upon the Catalog hereunder, and in this connection Point acknowledges and agrees that Point will not have any right of approval with respect to any such changes or with respect to any element (script, graphics, directing, distribution, etc.) of any productions produced hereunder. Without limiting the generality of the foregoing, Legacy shall have all artistic control over and the right to cut, edit, add to, subtract from, arrange, rearrange and revise the Catalog in any manner; Point hereby waives any rights of *droit moral* or similar rights which Point may have. Point agrees that Legacy shall be entitled to copyright all productions produced hereunder in its own name. Legacy shall not be obligated to produce or release any production based upon the Catalog or to continue such production or release if commenced.

Notwithstanding the foregoing, if at any time Gaetano Maida shall cease to be the sole creative executive from Legacy supervising any project undertaken pursuant to this Agreement, Legacy shall promptly notify Point and at any time thereafter, upon written notice to Legacy, Point shall be entitled to cause all rights granted hereunder with respect to such project and all projects not yet completed and all future projects to revert to Point. *

8. Point's Cooperation. Upon Legacy's reasonable request Point and its directors, officers and employees shall provide Legacy with access to information, images and background materials regarding entries featured in the Catalog and with access to film Point's activities in creating the Catalog and to interview Point's directors, officers and employees for the Motion Picture.

9. Further Assurances. Point agrees to complete and execute Assignments substantially in the form of the Assignment attached hereto (and all such other documents as Legacy may reasonably request) with respect to all versions of the Catalog and to permit Legacy to file them with the United States Copyright Office. In the event of a reversion of Rights as set forth in Section 2 above, Legacy agrees to complete and execute assignments of the reverted rights back to Point (and all such

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other documents as Point may reasonably request) with respect to all versions of the Catalog and to permit Point to file them with the United States Copyright Office.

10. Assignment. Upon Point's prior written approval, which shall not be reasonably withheld, Legacy may assign its rights hereunder to any person, firm or corporation, provided, however, that such person, firm or corporation agrees in writing that Gaetano Kazuo Maida shall remain a credited producer of the Motion Picture. Legacy shall not be released from any of its obligations hereunder to Point unless the assignee assumes in writing all of such obligations.

11. Waiver of Conflict. The parties hereto hereby acknowledge that the law firm of Frankfurt, Garbus, Klein & Selz, P.C. has drafted this Agreement at the request and with the consent of each party, that each party has had the opportunity to seek independent counsel with respect to this matter and that such law firm continues to render legal services to each party. Therefore, each of the parties hereto hereby waives any rights to terminate, rescind, or disavow this Agreement based on such law firm's representation of each party with respect to this matter or to object to any conflict of interest which may exist or appear to exist in connection therewith. In the event of any dispute between the parties hereto concerning the Agreement, such law firm may not represent either party against the other with respect to such dispute.

The parties further acknowledge that Gaetano Kazuo Maida is a Director of Point and may receive financial benefits from the rights granted hereunder to Legacy, for which he acts as a senior producer. A copy of Maida's agreement with Legacy by which Legacy has authorized Maida to act as its sole creative executive, with full creative control, with regard to Legacy's motion picture and television projects, is attached hereto, and Legacy shall promptly furnish Point with all amendments or other agreements with bearing on Maida's position and responsibilities at Legacy. Point further acknowledges that it has given due consideration to this matter and has concluded that entering into this agreement is in the best interests of Point.

12. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction over such controversy. The arbitrator shall have all the powers which are necessary or desirable to interpret or enforce this Agreement including, but not limited to, the power to grant injunctive relief. The arbitrator shall be an arbitrator qualified to serve in accordance with the rules of the American Arbitration Association who is approved by both Point

and Legacy. In the absence of such approval, each party shall designate a person qualified to serve as an arbitrator in accordance with the rules of the American Arbitration Association and the two (2) persons so designated shall select an arbitrator from among those persons qualified to serve in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the San Francisco Bay area. The costs and expenses of the arbitrator(s) shall be shared equally by the parties.

13. Notices. All payments and notices hereunder shall be given to Point and Legacy at their respective addresses set forth above or to such other address as either party shall specify by notice as herein provided. Copies of all notices to be given to Legacy shall be sent to Frankfurt, Garbus, Klein & Selz, P.C., 488 Madison Avenue, New York, New York 10022, Attn: Michael P. Frankfurt, Esq. or Jaime Wolf, Esq.

14. Miscellaneous. This Agreement shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein. This Agreement may not be modified, waived or added to except in a writing signed by both parties. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements between the parties with respect to the subject matter hereof including without limitation the August 1993 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

POINT FOUNDATION

By: _____
Authorized Officer

LEGACY MEDIA, INC.

By: _____
Authorized Officer